

- benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of (a) the date the plan terminates or (b) the time the plan becomes insolvent;
- benefits that are not vested because you have not worked long enough;
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Office or contact the PBGC's Technical Assistance Division, 1200 K Street, NW, Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

#### **Disclaimer**

This summary is intended to describe in general terms the essential features of your Retirement Plan. Every effort has been made to make sure that the information contained in this summary is correct; however, in the case of any discrepancy, the provisions of the actual Retirement Plan and Trust will govern. Your rights to benefits can be determined only by official action of the Disability Initial Claims Committee or the Retirement Board.

# Retirement Plan

## Appendix

### Definitions

**Active Player.** You are an *Active Player* if (i) you are obligated to perform football-playing services under a contract with a club, or (ii) for purposes of qualifying for total and permanent disability benefits, you are no longer obligated to perform football-playing services under a contract with a club, but you are between the period beginning when your last contract expired or you were terminated for any reason, and ending on the later of the July 15 following the beginning of the period or the first day of pre-season training camp.

**Collective Bargaining Agreement.** The collective bargaining agreement between the NFL Management Council and the NFLPA.

**Credited Season.** A *Plan Year* in which a *Player*:

- (a) is an *Active Player* (including an injured *Player* who otherwise satisfies the definition of *Active Player*) on the date of three or more *Games*, not including *Game* dates when he was on the Future List;
- (b) is injured after April 1, 1970 in the course and scope of his employment for an *Employer* and by reason of such injury, and pursuant to an injury grievance settlement or an injury settlement waiver, receives payment equivalent to his salary for three or more *Games* or for a number of *Games* which, when added to the number of *Games* in such *Plan Year* for which he otherwise has credit, totals three or more;
- (c) after reporting to at least one official pre-season training camp or official practice session during such *Plan Year*, (1) dies, (2) becomes totally and permanently disabled under Section 5.1(a) or Section 5.1(b) of the Retirement Plan, or (3) incurs a disability that subsequently qualifies for a benefit under Section 6.1 of the Retirement Plan;
- (d) is absent from employment by an *Employer* while serving in the Armed Forces of the United States, provided such *Player* returns as an *Active Player*, after first being eligible for discharge from military service, by the later of (i) 90 days or any longer period prescribed by applicable law, or (ii) the opening of the official pre-season training camp;



- (e) for payments on or after June 1, 1993, was absent from employment by an *Employer* while serving in the Armed Forces of the United States during the periods set forth in the table below if (1) during the one year period ending on the date he entered the Armed Forces, such *Player* either played professional football for an *Employer* or signed a contract (or a similar document) stipulating his intent to play professional football for an *Employer*, and (2) such *Player* was alive on the date set forth in the table below for the corresponding period:

For Plan Years:	Such Player Was Alive On:
April 1, 1941 through March 31, 1947	June 6, 1994
April 1, 1950 through March 31, 1955	May 1, 1996
April 1, 1960 through March 31, 1976	January 13, 2000

provided that *Credited Seasons* under Section 1.10(e) of the Retirement Plan will be granted only if and to the extent necessary for such *Player* to become a *Vested Player*; or

- (f) effective April 1, 2001, has a season with at least eight *Games* on the practice squad in a *Plan Year* (either before or after April 1, 2001) in which he did not otherwise earn a *Credited Season*, provided that he is otherwise vested and earns a *Credited Season* in 2001 or later. A *Player* may earn a maximum of one *Credited Season* under Section 1.10(f) of the Retirement Plan regardless of the number of seasons in which he has at least eight *Games* on the practice squad.

You may earn no more than one *Credited Season* during a *Plan Year*. A *Credited Season* is identified by the calendar year in which it begins.

**Dependent.** Your *Dependent* is a person for whom a personal exemption deduction is allowable under Internal Revenue Code section 151, without regard to (i) your income, (ii) whether the personal exemption deduction is allowable to or used by another person, or (iii) whether you are divorced and/or have entered into a multiple support agreement with respect to such person.

**Employee.** You are an *Employee* if you are employed by a club as an *Active Player*, or if you are otherwise employed by a club or an affiliate of a club (that is, an entity in a controlled group with, under com-



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mon control with, or in an affiliated service group with, a club) and your employment immediately precedes or immediately follows, without interruption, employment as an *Active Player*.

**Employer.** An *Employer* is a member club of the *League*.

**Game.** Any regular-season *League* Game or any post-season *League* Game except the Pro Bowl.

**Hour of Service.** An *Hour of Service* is any hour for which you, as an *Employee*, are paid or entitled to payment (including hours for which back pay is either awarded or agreed to by a club). In general, an *Hour of Service* is also any hour that you're not working but are paid or entitled to payment from a club due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. However, you will not earn more than 501 *Hours of Service* for any single continuous period of paid time during which you were not working. Also, you cannot earn *Hours of Service* for time you do not work but are paid solely as a result of workers' compensation, unemployment compensation, or disability insurance laws, or as reimbursement for medical or medically related expenses. If your first *Hour of Service* is after March 31, 2010, you will be credited at all times with 10 hours of service for each day in which you complete at least 1 *Hour of Service*.

**League.** The National Football League.

**Plan Year.** Records for the Retirement Plan are maintained on a *Plan Year* basis that begins on April 1 and ends on the following March 31. A *Plan Year* is identified by the calendar year in which it begins.

**Player.** You are a *Player* if you are or were employed under a contract by a club to play football in the NFL and you are or were:

- (1) on the Active List or the Inactive List (as such lists are or have been defined in the Constitution and By-Laws of the NFL) of a club; or
- (2) on a club's roster without being on the Active List by reason of injuries sustained in the Chicago Tribune All-Star Game; or
- (3) injured in the course and scope of your employment for a club and by reason of such injury paid under such contract for all or part of the *Plan Year* in which the injury occurs or occurred; or

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- (4) on the Move List, or, for the purposes of the disability and death benefits provided under the Retirement Plan, on the Future List of a club after April 1, 1970 (as such lists have been defined in the Constitution and By-Laws of the NFL); or
- (5) on the Reserve/Physically Unable to Perform or the Reserve/NFI-EL (Nonfootball Injury-Europe League) Lists of any *Employer* (as such lists have been defined in the Constitution and By-Laws of the NFL); or
- (6) allocated to NFL Europe by your NFL club.

***Vested Inactive Player.*** A *Vested Player* who is not an *Active Player*.

***Vested Player.*** You are a *Vested Player* if you:

- (1) earn five *Credited Seasons*; or
- (2) earn four *Credited Seasons*, including a *Credited Season* after the 1973 *Plan Year*; or
- (3) earn three *Credited Seasons*, including a *Credited Season* after the 1992 *Plan Year*; or
- (4) after the 1975 *Plan Year*, are an *Employee* on your normal retirement date; or
- (5) after receiving total and permanent disability benefits under the Retirement Plan, are found to no longer qualify for total and permanent disability.

In addition, solely for purposes of determining retirement benefits, 2008 Window Period benefits, or a wife's pre-retirement death benefit and not for any other purpose, you are a *Vested Player* if you:

- (1) are an *Employee* after the 1975 *Plan Year* and have at least 10 *Years of Service*; or
- (2) are an *Employee* after the 1988 *Plan Year* and have at least four *Years of Service*, at least one of which occurred after the 1988 *Plan Year* and is a *Plan Year* in which the *Employee* did not earn a *Credited Season*; or



(3) are an *Employee* after the 1992 *Plan Year* and have at least three *Years of Service*, at least one of which occurred after the 1992 *Plan Year* and is a *Plan Year* in which the *Employee* did not earn a *Credited Season*; or

(4) earn four *Credited Seasons*, none of which was after the 1973 season, and you are alive on June 1, 1998.

The benefit credits of a *Vested Player* are nonforfeitable, and the benefit credits of a non-*Vested Player* are forfeitable.

***Year of Service.*** You earn a *Year of Service* if you are an *Employee* during a *Plan Year* and you complete at least 1,000 *Hours of Service* or earn a *Credited Season*. However, you do not determine whether you have 1,000 *Hours of Service* by simply adding together each actual *Hour of Service*. Instead, you count your 1,000 *Hours of Service* as follows (without regard to whether you actually complete more or less than the number of *Hours of Service* in the day or month indicated):

- from July 1 through January 31, you get 10 *Hours of Service* for each day you complete one *Hour of Service*;
- from February 1 through June 30, you get 190 *Hours of Service* for each calendar month in which you complete at least one *Hour of Service*.
- If your first *Year of Service* is after March 31, 2010, you are credited with ten *Hours of Service* for each day in which you complete one *Hour of Service* in every month.

Note that if you have a *Credited Season* for a *Plan Year*, you will receive credit for a *Year of Service* even if you complete less than 1,000 *Hours of Service* in that *Plan Year*. You cannot be credited for more than one *Year of Service* with respect to any *Plan Year*.

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